



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Addendum #1 to the Reclamation Contract

Dale D. Rogers, Drumbeat # 1-2-3-4, S/023/089

March 1, 2007

Mr. Dale D. Rogers (aka)
Wah Wah Slate and Flagstone LLC
Post Office Box 668
Milford, Utah 84751

An amendment to the irrevocable letter of credit has been received increasing the reclamation surety to \$8800.00.

This letter serves as an acknowledgment and approval of the following:

- **SURETY and SURETY COMPANY: Irrevocable Letter of Credit, Zions Bank amendment;**
- **SURETY AMOUNT AND ACCOUNT NUMBER: \$8,800.00, eight thousand eight hundred dollars, 4 ;**
- **DISTURBED AREA: Any revisions after February 21, 2006 are identified in the Notice of Intention to Conduct Mining Operations as amended;**
- **MAP: Any revisions after February 21, 2006 are identified in the Notice of Intention to Conduct Mining Operations as amended;**

Nothing herein contained shall vary, alter, or extend any provision or condition of the Reclamation Contract.

To the extent any conflict exists between this addendum and the Reclamation Contract, these terms shall control.

Please acknowledge with your signature, make a copy, and return this letter with original signature to the Division.

The below signed, acknowledge and accept these revisions and incorporate them into the February 21, 2006 Reclamation Contract.


☒ **APPROVED**

ACCEPTED BY:



John R. Baza, Director
Division of Oil, Gas and Mining

3/7/07
Date



Dale D. Rogers,
Individual

3/19/07
Date

February 16, 2007

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1
AMENDMENT**ADVISING BANK:
(DIRECT)LETTER OF CREDIT DATE:
January 26, 2006BENEFICIARY:
UTAH DIVISION OF OIL, GAS AND
MINING
1594 WEST NORTH TEMPLE, SUITE 1210
PO BOX 145801
SALT LAKE CITY, UTAH 84114-5801

CURRENT AMOUNT: USD8,800.00

Dear Sir/Madam:

We have been requested by DALE D. ROGERS, 455 N. MAIN ST. #4 P.O. BOX 668 MILFORD, UTAH 84751 to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

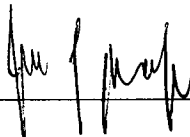
This letter of credit is increased by: USD 2,300.00
The new amount of this letter of credit is: USD 8,800.00

All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

Sincerely,

Authorized Signature

**RECEIVED****FEB 20 2007****DIV. OF OIL, GAS & MINING**

Date: February 1, 2006

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1
AMENDMENT****BENEFICIARY:**
UTAH DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801**LETTER OF CREDIT DATE:**
January 26, 2006**CURRENT AMOUNT: 6,500.00**

Dear Sir/Madam:

We have been requested by DALE D. ROGER ("Operator"), 455, N. MAIN ST., #4, P.O. BOX 668, MILFORD, UTAH 84751, to amend the above referenced IRREVOCABLE LETTER OF CREDIT issued in your favor, as follows:

Beneficiary's name now reads as follows:

UTAH DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

AND

United States Bureau of Land Management
Utah State Office
324 South State
Salt Lake City, Utah 84145

All reference to "Dale D. Rogers" in the Letter of Credit now reads "Wah Wah Slate and Flagstone, L.C."

In item No. 1 the clause that reads:

"from further liability for reclamation of Quarry Site, [mine], _____ [mine permit #]"

Now reads as follows:

"from further liability for reclamation of the Drumbeat No. 1-2-3-4, S/023/089"

Add the following paragraphs:

Proceeds of this drawing will be held by the Beneficiary, subject to the Board of Oil, Gas, and Mining, after Notice and Hearing, in accordance with applicable law and utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorney's fees for the Drumbeat No. 1-2-3-4, Mine Permit No. S/023-089. Zions First National Bank's total liability under this Letter of Credit is USD6,500.00.

In the event of Bank cancellation of the Letter of Credit, the Division may present the sight draft(s) to assure or complete reclamation if the Operator does not replace the Letter of Credit within the ninety days of Bank cancellation notice.

RECEIVED**FEB 09 2006**

DIV. OF OIL, GAS & MINING

A revised Exhibit B is attached

All other terms and conditions remain the same.

This amendment is an integral part of the captioned letter of credit and must be attached to the said letter in your possession.

If you have any questions concerning this transaction, please call us at (213) 593-2131, (213) 593-2130 or (213) 593-2123.

Sincerely,



Authorized Signature